

STATE OF VERMONT
PUBLIC SERVICE BOARD

SPECIAL CONTRACT APPROVAL - AMENDMENT No. 4

Re: S.C. #807

The amendment to the contract for ELECTRIC TRANSMISSION service between Vermont Electric Cooperative, Inc. ("VEC") and the Village of Enosburg Falls Water & Light Department ("Enosburg Falls"), providing for certain wheeling transmission services to Enosburg Falls, is hereby approved by the Vermont Public Service Board ("Board"), as provided by 30 V.S.A. Section 229. The contract remains in effect through October 31, 2012.

The amendment revises the definition of "billing demand" and updates the contract to reflect the current parties. The former provider of transmission services to Enosburg Falls under this contract was the Vermont Electric Division of Citizens Communications Company.

The original contract defined "billing demand" as Enosburg Falls' contractual entitlements transmitted over VEC's transmission facilities. Under this definition, Enosburg Falls is required to provide to VEC, at the beginning of each month, the details of its power contracts for the prior month. The amendment revises the definition of "billing demand" to provide for a monthly calculation equal to the rolling twelve-month average of Enosburg Falls' one-hour maximum monthly metered peak tie loads between VEC and Enosburg Falls. VEC asserts that using the metered data will simplify the process and that the change is solely for ease of contract administration. The parties do not expect any material change in the total charges to Enosburg Falls as a result of this amendment.

In a letter filed January 8, 2010, the Vermont Department of Public Service ("Department") recommended that the Public Service Board approve this contract amendment without investigation or hearing. The Department noted that VEC does not expect any material change in the total charges to Enosburg Falls as a result of this amendment.

Our approval of this Special Contract reflects our overall judgment that, as conditioned, it meets the strictures of 30 V.S.A. § 229. Our approval should not be construed as approval or disapproval of any of the specific negotiated terms, or as a determination that those terms are, or are not, cost-effective for the contracting customer or otherwise in the contracting customer's best interest.

VEC shall provide a copy of this Board approval to the contracting customer within ten days of the date of this Order.

DATED at Montpelier, Vermont, this 27th day of January, 2010.

<u>s/James Volz</u>)	
)	PUBLIC SERVICE
)	
<u>s/David C. Coen</u>)	BOARD
)	
)	OF VERMONT
<u>s/John D. Burke</u>)	

OFFICE OF THE CLERK

Filed: January 27, 2010

Attest: s/Susan M. Hudson
Clerk of the Board